

JPA #90-100

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COLLEGE

KR90-2443-
TRD

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and YAVAPAI COLLEGE, hereinafter called "COLLEGE",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the COLLEGE is empowered by A.R.S. Section 15-1444 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COLLEGE,

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System at the Yavapai College Entrance. This work shall consist of the installation of new traffic signals at the following location:

US 89 at the Yavapai College Entrance
Project SX 004-01C 89 YV 312

1991 OCT 21 PM 15

NO. 15260

FILED WITH SECRETARY OF STATE

Date Filed 10/23/90

John S. Shumway
Secretary of State

By *Wm. P. Cummings*

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall advertise for bids and award a contract for the installation of the traffic signals on US 89 at the Yavapai College Entrance in the City of Prescott, MP 312.26.

2. The STATE will be responsible for any contractor claims for extra compensation attributable to State.

3. The COLLEGE, upon completion of the work shall reimburse the State for 33% of the final construction and engineering costs on US 89 at the Yavapai College Entrance, MP 312.26, not to exceed \$26,666 for its share of the cost of the work.

4. The COLLEGE will be responsible for any contractor claims for extra compensation attributable to the College.

5. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

6. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S §38-511.

7. The provisions of A.R.S. §35-214 are applicable to this Agreement.

8. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

9. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COLLEGE is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:


State Traffic Engineer

DATE:

9/18/90

YAVAPAI COLLEGE

BY:

Paul Haywood

TITLE:

Secretary, Board of Governors

DATE:

August 14, 1990

ATTEST:

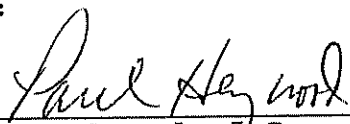

Secretary, Board of Governors

Exhibit A

RESOLUTION

I, Paul H. Haywood, the Secretary of the Yavapai County Community College Board, do hereby certify that during a regular meeting of the Board of Governors held on the Prescott Campus on August 14, 1990, the Board, by motion duly made, seconded and carried, approved and authorized execution of an intergovernmental agreement between Yavapai College and the Arizona Department of Transportation to construct a traffic signal at the entrance to Yavapai College. Yavapai College shall reimburse the State for 33% of the final construction and engineering costs not to exceed \$26,666.

ATTEST:

Marion C. Nicolai
Marion C. Nicolai, Chairman

STATE OF ARIZONA)

County of Yavapai)

Subscribed and sworn before me this 15 day of August,
1990.

Elizabeth A. Wanner
Notary Public

My commission expires:

Aug 15, 1991

EXHIBIT "B"

APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and YAVAPAI COLLEGE, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 20th day of July, 1990.

YAVAPAI COLLEGE

BY:

Victoria E. Wiers

ATTORNEY



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 90-2443, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18 day of September, 1990

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, appearing to read "Joe Arase", is written over a horizontal line.

Assistant Attorney General
Transportation Division